

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

FRANKLIN ELCOCK,	:	CIVIL ACTION NO. 05-453
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
COMCAST CABLE COMMUNICATIONS,	:	
LLC, a Delaware corporation,	:	
COMCAST CORPORATION, a	:	
Pennsylvania corporation,	:	
COMCAST CABLEVISION OF	:	
WILLOW GROVE, a Pennsylvania	:	
corporation,	:	
	:	
Defendants.	:	

**ANSWER OF DEFENDANT COMCAST CABLEVISION
OF WILLOW GROVE TO THE COMPLAINT**

Defendant Comcast Cablevision of Willow Grove, by and through its undersigned counsel, hereby answers the Complaint of Plaintiff Franklin Elcock.

I. SUMMARY

1. Comcast Cablevision of Willow Grove denies the allegations in paragraph 1 as conclusions of law to which no response is required.

II. JURISDICTION

2. Comcast Cablevision of Willow denies the allegations in paragraph 2 as conclusions of law to which no response is required.

3. Comcast Cablevision of Willow Grove denies the allegations in paragraph 3 as conclusions of law to which no response is required and states that it has never employed plaintiff, was not a party to and did not participate in any proceedings before the Delaware Department of Labor or EEOC, that it is without knowledge or information sufficient to form a belief as to the allegations of this paragraph and therefore denies the same.

III. VENUE

4. Comcast Cablevision of Willow Grove denies the allegations in paragraph 4 as conclusions of law to which no response is required.

IV. PARTIES

5. Comcast Cablevision of Willow Grove is without knowledge or information to form a belief as to the allegations in paragraph 5. Comcast Cablevision of Willow Grove, therefore, denies the allegations in paragraph 5.

6. The allegations in paragraph 6 are directed to a defendant other than answering defendant and are, therefore, denied.

7. The allegations in paragraph 7 are directed to a defendant other than answering defendant and are, therefore, denied.

8. Comcast Cablevision of Willow Grove admits only that it is a Pennsylvania corporation that has more than 15 employees. Comcast Cablevision of Willow Grove denies the remaining allegations in paragraph 8.

V. FACTS GIVING RISE TO THE ACTION

9. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 9, and, therefore, denies the same.

10. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 10, and, therefore, denies the same.

11. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 11, and, therefore, denies the same.

12. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 12, and, therefore, denies the same.

13. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 13, and, therefore, denies the same.

14. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 14, and, therefore, denies the same.

15. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 15, and, therefore, denies the same.

16. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 16, and, therefore, denies the same.

17. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 17, and, therefore, denies the same.

18. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 18, and, therefore, denies the same.

19. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 19, and, therefore, denies the same.

20. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 20, and, therefore, denies the same.

21. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 21, and, therefore, denies the same.

22. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 22, and, therefore, denies the same.

23. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 23, and, therefore, denies the same.

24. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 24, and, therefore, denies the same.

25. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 25, and, therefore, denies the same.

26. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 26, and, therefore, denies the same.

27. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 27, and, therefore, denies the same.

28. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 28, and, therefore, denies the same.

29. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 29, and, therefore, denies the same.

30. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 30, and, therefore, denies the same.

31. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 31, and, therefore, denies the same.

32. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 32, and, therefore, denies the same.

33. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 33, and, therefore, denies the same.

34. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 34, and, therefore, denies the same.

35. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 35, and, therefore, denies the same.

36. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 36, and, therefore, denies the same.

37. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 37, and, therefore, denies the same.

38. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 38, and, therefore, denies the same.

39. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 39, and, therefore, denies the same.

40. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 40, and, therefore, denies the same.

41. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 41, and, therefore, denies the same.

42. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 42, and, therefore, denies the same.

43. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 43, and, therefore, denies the same.

44. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 44, and, therefore, denies the same.

45. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 45, and, therefore, denies the same.

46. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 46, and, therefore, denies the same.

47. Comcast Cablevision of Willow Grove states that it did not employ plaintiff at any time and it is without knowledge or information sufficient to form a belief as to the allegations in paragraph 47, and, therefore, denies the same.

COUNT ONE
VIOLATION OF TITLE VII

48. Comcast Cablevision of Willow Grove incorporated by reference paragraphs 1 through 47 as though set forth in full herein.

49. Comcast Cablevision of Willow Grove denies the allegations in paragraph 49 as conclusions of law to which no response is required and states that it never employed plaintiff and has taken no actions with respect to him whatsoever.

50. Comcast Cablevision of Willow Grove denies the allegations in paragraph 50 as conclusions of law to which no response is required and states that it never employed plaintiff and has taken no actions with respect to him whatsoever.

51. Comcast Cablevision of Willow Grove denies the allegations in paragraph 51 as conclusions of law to which no response is required and states that it never employed plaintiff and has taken no actions with respect to him whatsoever.

52. Comcast Cablevision of Willow Grove denies the allegations in paragraph 52 as conclusions of law to which no response is required and states that it never employed plaintiff and has taken no actions with respect to him whatsoever.

COUNT TWO
VIOLATION OF EQUAL RIGHTS UNDER THE LAW

53. Comcast Cablevision of Willow Grove incorporates by reference paragraphs 1 through 52 as though set forth in full herein.

54. Comcast Cablevision of Willow Grove denies the allegations in paragraph 54 as conclusions of law to which no response is required and states that it never employed plaintiff and has taken no actions with respect to him whatsoever.

55. Comcast Cablevision of Willow Grove denies the allegations in paragraph 55 as conclusions of law to which no response is required and states that it never employed plaintiff and has taken no actions with respect to him whatsoever.

56. Comcast Cablevision of Willow Grove denies the allegations in paragraph 56 as conclusions of law to which no response is required and states that it never employed plaintiff and has taken no actions with respect to him whatsoever.

COUNT THREE
VIOLATION OF DELAWARE DISCRIMINATION IN EMPLOYMENT ACT

57. Comcast Cablevision of Willow Grove incorporates by reference paragraphs 1 through 56 as though set forth in full herein.

58. Comcast Cablevision of Willow Grove denies the allegations in paragraph 58 as conclusions of law to which no response is required and states that it never employed plaintiff and has taken no actions with respect to him whatsoever.

COUNT FOUR
BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING

59. Comcast Cablevision of Willow Grove incorporates by reference its answers to paragraph 1 through 58 of the Complaint as though set forth in full herein.

60. Comcast Cablevision of Willow Grove denies the allegations in paragraph 60 as conclusions of law to which no response is required and states that it never employed plaintiff and has taken no actions with respect to him whatsoever.

61. Comcast Cablevision of Willow Grove denies the allegations in paragraph 61 as conclusions of law to which no response is required and states that it never employed plaintiff and has taken no actions with respect to him whatsoever.

62. Comcast Cablevision of Willow Grove denies the allegations in paragraph 62 as conclusions of law to which no response is required and states that it never employed plaintiff and has taken no actions with respect to him whatsoever.

63. Comcast Cablevision of Willow Grove denies the allegations in paragraph 63 as conclusions of law to which no response is required and states that it never employed plaintiff and has taken no actions with respect to him whatsoever.

64. Comcast Cablevision of Willow Grove denies the allegations in paragraph 64 as conclusions of law to which no response is required and states that it never employed plaintiff and has taken no actions with respect to him whatsoever.

65. Comcast Cablevision of Willow Grove denies the allegations in paragraph 65 as conclusions of law to which no response is required and states that it never employed plaintiff and has taken no actions with respect to him whatsoever.

WHEREFORE, Comcast Cablevision of Willow Grove demands judgment in its favor and against plaintiff on all Counts of the Complaint and an award of costs and disbursements of this action, including reasonable attorneys' fees and such other relief as the Court may deem just and proper.

AFFIRMATIVE DEFENSES

Comcast Cablevision of Willow Grove asserts the following affirmative defenses without assuming the burden of proof on such defenses that would otherwise rest with plaintiff.

FIRST AFFIRMATIVE DEFENSE

Comcast Cablevision of Willow Grove never employed plaintiff.

SECOND AFFIRMATIVE DEFENSE

Comcast Cablevision of Willow Grove is not a proper party.

THIRD AFFIRMATIVE DEFENSE

Plaintiff has failed to state a claim upon which relief can be granted.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part by the applicable Statute of Limitations.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part by the doctrines of waiver, estoppel, and laches.

SIXTH AFFIRMATIVE DEFENSE

Comcast Cablevision of Willow Grove took no actions towards plaintiff.

SEVENTH AFFIRMATIVE DEFENSE

Comcast Cablevision of Willow Grove's actions or inactions were not the proximate, legal, or substantial cause of any damages, injury, or loss suffered by Plaintiff, the existence of which is denied.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff failed to exhaust his administrative remedies.

NINTH AFFIRMATIVE DEFENSE

Plaintiff has failed to mitigate his damages, if any.

TENTH AFFIRMATIVE DEFENSE

Plaintiff's claims for relief are limited by the statutory limitations on damages.

ELEVENTH AFFIRMATIVE DEFENSE

Comcast Cablevision of Willow Grove may not be held liable for punitive damages because it engaged in good faith efforts to prevent discrimination and retaliation and to comply with Title VII and all other applicable laws.

Dated: August 19, 2005

BALLARD SPAHR ANDREWS & INGERSOLL, LLP

/s/ William M. Kelleher

William M. Kelleher, Esquire (No. 3961)

919 Market Street, 12th Floor

Wilmington, DE 19801

Phone: (302) 252-4465

Facsimile: (302) 252-4466

E-mail: kelleherw@ballardspahr.com

-and-

John B. Langel, Esquire

Shannon D. Farmer, Esquire

Farrah I. Gold, Esquire

1735 Market Street, 51st Floor

Philadelphia, PA 19103-7599

Phone: (215) 665-8500

Facsimile: (215) 864-8999

Attorneys for Defendant

Comcast Cablevision of Willow Grove